

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: February 13, 2020

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RFP No. 019-T-2020 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Monday, March 16, 2020 @ 4:30 o'clock p.m.* Atlantic Standard Time.

DESCRIPTION OF WORK: Qualified and Licensed Vendors to VIBES Project Management Organization Services

SCOPE OF SERVICES: See attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-019-T-2020 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at lisa.alejandro@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-019-T-2020 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

Last Day for Written Clarification is Thursday, February 27, 2020 @ 1:00 PM

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one* (1) original and *five* (5) copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Monday, March 16, 2020 @ 4:30 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-019-T-2020 (P)

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal.
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for project. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).
6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

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K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.**

**N. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required
Docs.09.17.2018.pdf

REQUEST FOR PROPOSALS

Government of the Virgin Islands Department of Human Services

Project Management Organization

GENERAL INFORMATION:

In 2015, the USVI, through a competitive bid process conducted by the Department of Property and Procurement, selected a vendor to design, develop and implement a new Integrated Eligibility and Enrollment System, Virgin Islands Benefits Eligibility System (VIBES). The Territory also selected an Independent Verification and Validation contractor to help oversee the VIBES project. Within 24 months, the VIBES project succeeded in automating approximately 70% of the planned design and development effort and implemented the Medicaid "Medical Assistance Program" in July 2017. During this time the IV&V Contractor, effectively provided oversight services to assist DHS with the roll-out of the Medicaid Program. The VIBES project was initially set to roll-out in two release phases with the first being the release of the Medicaid program. In the second phase the government elected to capitalize on the federally funded opportunity to incorporate the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) and other Cash Assistance Programs (CASH), Low-Income Home Energy Assistance Program (LIHEAP), and Child Care Subsidy Programs, together with Medicaid into one system. This integration of the system allows for a "one-stop" application process for individuals who may qualify for government assistance.

Progress on the second release phase was halted when two category 5 hurricanes nearly destroyed the USVI in September 2017. The government was able to resume operation of the Medicaid program in November 2017; however, the completion of the design, development, and implementation of the remaining programs scheduled to be released in the second phase remained on hold, and the IV&V contract expired. The government is determined to complete this project shortly and provide an improved level of service to clients.

The objective of this solicitation is to procure a project management organization to assist DHS and its system integration partners with the completion of the VIBES Project in accordance with local and federal program requirements. Building on the new VIBES technical platform with the assistance of an IV&V contractor and a contracted PMO, will allow for the full implementation and operation of this integrated system.

Proposed Term of Service:

Upon completion of the resulting contract the government anticipates a service period of three (3) years and two (2) additional 1-year renewal options.

Reporting Structure:

Contractor will work directly with the Administrator and Assistant Administrator of the Department's Division of Family Assistance (DFA). These individuals will be responsible for providing all internal information needed to complete and maintain the project.

Travel:

Contractor will be required to maintain a physical presence in the Virgin Islands to fulfill contractual obligations and ensure that various aspects of this project are progressing on schedule.

Meetings:

The government will convene meetings with the contractor monthly to determine the status of this project via conference calls or in person as needed.

VIBES Project – Introduction to Scope of Services

Statement of Purpose

The Government of the United States Virgin Islands, (hereinafter “GVI” and/or the “Territory”), through the Department of Property and Procurement, (hereinafter “DP&P”) on behalf of the Department of Human Services, hereinafter “DHS” and/or “The Department” is issuing this Request for Proposals (RFP) to solicit proposals from qualified vendors to provide Project Management services to assist the Department in managing the completion of its Integrated Eligibility and Enrollment System (IE&ES) to be known as the Virgin Islands Benefits Eligibility System (**VIBES**).

History and Introduction

Pursuant to the Patient Protection and Affordable Care Act (ACA) in 2010, the GVI opted to expand Medicaid Services, in lieu of operating a Health Insurance Exchange. In addition to expanding Medicaid Services, the ACA allowed States and Territories to apply for 90% federal funding from the Centers for Medicare and Medicaid Services (CMS) to incorporate eligibility and enrollment functions of other federal programs associated with Medicaid into the IE&ES. To capitalize on this opportunity, the GVI decided to incorporate the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance for Needy Families (TANF) and other Cash Assistance Programs (CASH), the Low-Income Home Energy Assistance Program (LIHEAP), and the Child Care Subsidy Programs, and launched its Integrated Eligibility and Enrollment (IE&E) System Project in 2012.

In 2015, the USVI, through a competitive bidding process operated by the Department of Property and Procurement, selected RedMane LLC of Chicago IL to design, develop and implement its new Integrated Eligibility and Enrollment System, **VIBES**. The Territory also selected a contractor to help manage the **VIBES** Project; the firm however was disqualified from the bid process.

Although the GVI was one of the last local jurisdictions in the nation to undertake the Design, Development and Implementation of an integrated eligibility and enrollment system, within a matter of 24 months, the **VIBES Project** succeeded in automating approximately 70% of the planned development and implemented the Medicaid “Medical Assistance Program” in July 2017. The **VIBES Project** was initially set to roll-out two release phases with the first being the release that focused on Medicaid. Progress on the second release phase was halted when two category 5 hurricanes nearly destroyed the USVI in September 2017.

The GVI was able to resume operation of the Medicaid Program in VIBES in November 2017; however the completion of the design, development, and implementation of the remaining programs, scheduled to be released in the second phase, remain on hold. Currently, the Medicaid Program, the only program implemented in VIBES, is in the Maintenance and Operation phase of the project.

The objective of this solicitation is to procure a team to assist DHS and its partners with management of the completion of the VIBES Project in accordance with local and Federal program requirements. Building on the new technical platform of the VIBES, the Project will proceed through the following steps:

- A. Review of VIBES initial development deliverables;
- B. Refining and Updating of VIBES initial development deliverables;
- C. End User Testing for all programs;
- D. Go/No Go decision process
- E. SNAP 3-month Pilot Implementation
- F. Implementation;
- G. Maintenance and Operations; and,
- H. Knowledge Transfer.

In addition to system requirements for CMS and ACF and OCC, the project management teams must be familiar with requirements in the FNS Handbook 901- USDA Guidance on The Advance Planning Document Process and the SNAP System Integrity Review Tool.

1. Provider Requirements

- 1.1** The Project Management Organization (PMO) must review and assess the **tools and methodologies** to successfully manage the Project. The PMO's proposed tool sets (which must include a dashboard/reporting tool) as well as those included as part of VIBES Project implementation will be evaluated to assemble the best collection of tools and processes to form a comprehensive **Project Management Solution** that will be the single source of accurate Project status.
- 1.2** The PMO is responsible for providing access, which will include payment, for these tools and any automated processes necessary to form the comprehensive **Project Management Solution** that will be the single source of accurate Project status and will be used to evaluate the Project.
- 1.3** The PMO must establish the Project structures necessary to ensure **Best Practices** are followed consistently throughout the Project. These structures include the implementation of standardized Project management and technical processes, methodologies, tools as necessary to minimize risk, maintain scope, adhere to schedule and contain VIBES costs.
- 1.4** The PMO must assist DHS with **future eligibility – related procurements** including but not limited to the following activities:
 - 1.4.1** Proposal research and requirements gathering;
 - 1.4.2** The monitoring of all integrated VIBES – related contracts to ensure they are submitted and processed timely.

- 1.4.3 Work sessions with **DHS** personnel and other stakeholders regarding existing and legacy systems; and,
- 1.4.4 RFP development, proposal evaluation and vendor selection strategies.

2. Project Management Monitoring and Control

- 2.1** The **PMO** must detail the methodologies to be used in management and control of Project activities, progress reports, and processes for identification and correction of problems.

The Project Management and Control Methodology must include:

- 2.1.1 Comprehensive Project Plan and Control approaches;
 - 2.1.2. Project methodology procedures;
 - 2.1.3. Approach to ensuring **VIBES** stays within the planned scope, schedule, staffing, costs, and management guidelines;
 - 2.1.4. Approach for proposing **VIBES** Project staff;
 - 2.1.5. Manpower and time estimating methods;
 - 2.1.6. Procedures for completion of all deliverables and major activities;
 - 2.1.7. Management of any changes to project schedule, contract or statement of work, tasks or activities;
 - 2.1.8. Management of performance standards, milestones and/or deliverables;
 - 2.1.9. Assessment of project risks and approach to managing them;
 - 2.1.10. Anticipated problem areas and the approach to management of these areas, including loss of **PMO Key Personnel** and technical personnel;
 - 2.1.11. Approach to quality management;
 - 2.1.12. Approach to problem identification and resolution; and,
 - 2.1.13. Approach to communication and interaction between multiple system integration staff and **DHS** personnel as applicable.
- 2.2.** The **PMO** must be responsible for establishing a process for planning, scheduling, and conducting management and **VIBES System Project Team** briefings and other **VIBES** education and training sessions.
 - 2.3.** The **PMO** must be responsible for coordinating regularly scheduled meetings with other **VIBES** providers and others to address the following areas:
 - 2.3.1. Scope / Schedule / Costs / Project Management;
 - 2.3.2. Major risks and proposed mitigation strategies;
 - 2.3.3. Communication issues;
 - 2.3.4. Decision requests;

- 2.3.5. Staffing issues;
 - 2.3.6. Change management processes and policies; and,
 - 2.3.7. Any other areas that may impact VIBES implementation.
- 2.4. The PMO must work with the **Integrated Verification and Validation (IV&V) Service Provider** to make recommendations to the **DHS Project Executive Team** at each phase whether to approve current phase results and authorize work to begin on the next phase, as follows:
- 2.4.1. Ensure that Project directions and goals remain consistent with the organization's strategic (business) plan and goals;
 - 2.4.2. Provide an evaluative process and opportunity to justify termination if Project fails to demonstrate an adequate return on investment;
 - 2.4.3. Measure the ongoing progress (i.e., budget, schedule, and deliverables) and identify potential problems for corrective actions.
- 2.5. The PMO is specifically responsible for the management of data collection and reporting processes including the honoring of all Federal data requests, and provision of accurate information to support effective decision making by executives and other stakeholders.
- 2.6. The PMO must employ an internal quality control process to ensure that all deliverables, work products, documents and calculations are complete, accurate, easy to understand, of high quality and meet federal compliance requirements.
- 2.7. The PMO is responsible for verifying that the **VIBES Systems Integration Provider's Plans** are properly developed, communicated, implemented, monitored, and executed throughout VIBES implementation.
- 2.8. The PMO will verify that no duplication of effort is being performed related to **VIBES Systems Integration Provider**, DHS, or other DHS Service Providers in relation to the implementation of the VIBES System.
- 2.9. The PMO will work with DHS and VIBES Systems Integration providers during the review of VIBES Project deliverables to set standards for all aspects of the Project (e.g., time of the regularly scheduled Project meetings, Project communication, information to be included and the format of written status reports, etc.).
- 2.10. As part of VIBES start-up, the PMO must educate the **VIBES System Project Team** and associated stakeholders on **Project Management Best Practices** and lessons as well as lessons learned to provide ongoing guidance and support as necessary to keep the Project on track.
- 2.10.1 Management of performance standards, milestones and/or deliverables;
 - 2.10.2 Assessment of project risks and approach to managing them;

- 2.10.3. Anticipated problem areas and the approach to management of these areas, including loss of **PMO Key Personnel** and technical personnel;
 - 2.10.4. Approach to quality management;
 - 2.10.5. Approach to problem identification and resolution; and,
 - 2.10.6. Approach to communication and interaction between multiple systems integration staff and **DHS personnel**, as applicable.
- 2.11. The **PMO** will be responsible for establishing **Standard Templates and Processes** for Project management oversight and accountability. These include but are not limited to:
- 2.11.1. Templates artifacts must adhere to Federal guidelines for the **System Development Life Cycle (SDLC)** and collaborative reporting;
 - 2.11.2. Deliverable review and maintaining a version control of reviewed documents;
 - 2.11.3. Project Status updates;
 - 2.11.4. Risk Management;
 - 2.11.5. Defect and Issue Tracking;
 - 2.11.6. Contract Monitoring and Compliance;
 - 2.11.7. Fiscal Reporting;
 - 2.11.8. Programmatic Reporting;
 - 2.11.9. Management Reporting;
 - 2.11.10. Management of changes in the scope document;
 - 2.11.11. Escalation of issues and facilitation of cross-functional team communication for timely issue resolution;
 - 2.11.12. Review, revise, and update the **VIBES Project Communication Plan**;
 - 2.11.13. Review, revise, and update the **VIBES Business Requirement Document** based upon changes approved by **DHS**; and,
 - 2.11.14. Review, revise, and update the **VIBES Record of Change Order Documents**.
- 2.12. The **PMO** must plan, schedule, facilitate, and prepare agendas and publish meeting minutes for Project meetings including but not limited to: Weekly Status, Monthly Status, VIBES System Project Team Briefings, Executive Management Meetings, as well as Requirements Validation and Joint Application Design (JAD) sessions.
3. **PMO Project Management Plan**
- 3.1. The **PMO** must develop and provide a comprehensive **PMO Project Management Plan** that will guide the **VIBES System Project** effort.
 - 3.2. The **PMO Project Management Plan** shall provide a description of the activities necessary to perform project management functions for the **VIBES System Project**, personnel, and

duties associated with the activities and standards to be utilized during the VIBES implementation.

- 3.3. The PMO must describe in their response to the RFP the Project Management Methodology to be used to guide the PMO portion of this Project. This must include details on the monitoring methodology, standards, and processes proposed to meet the requirement of this RFP.
- 3.4. The PMO must describe how they will customize their Project Management Methodology to evaluate, assess, recommend, and track the VIBES System Project, including, but not limited to, cost, schedule, scope accuracy, completeness, timeliness, and consistency of deliverables throughout the Project life cycle.

4. PMO Project Schedule

- 4.1. The PMO must develop a PMO Project Schedule for the project management activities associated with VIBES based upon the approved VIBES PMO Systems Integration Schedule developed during the initial stages of the Project.
- 4.2. The PMO Project Schedule must include a combination of tasks, activities, and milestone descriptions with definitions of required sources, and a highly developed technical approach that shall be used to complete all Maintenance and Operation Plans for the VIBES System.
- 4.3. The PMO Project Schedule should include the best estimated schedule showing the tasks, subtasks and associated PMO resources that are required to satisfy the scope of work.
- 4.4. The PMO must address how they propose to handle potential and actual problems and resulting actions that impact the schedule.
- 4.5. The PMO Project Schedule must be adjusted and coordinated with all other service provider schedules and finalized during starting weeks of the VIBES Project.

5. VIBES Project Integrated Master Schedule (IMS)

- 5.1. Each Systems Integrator (SI) associated with the VIBES system implementation effort will provide a schedule to the PMO. The PMO will be responsible for integrating the individual plans and aligning all Project management processes, tasks, deliverables, milestones, and staff allocations into a VIBES Integrated Master Schedule (IMS) for the purpose of managing the overall VIBES Project.

5.2. The PMO shall ensure the **VIBES Integrated Master Schedule (IMS)** is developed and maintained to align all Project processes, tasks, activities, deliverables, milestones, resources, and statuses that will be used to complete all **Systems Integration (SI)** providers and DHS providers having a role in the (Design, Development and Implementation) of the **VIBES System Project**.

5.3. The PMO will be responsible for iteratively maintaining the IMS.

5.3.1. When conflicts exist while integrating and aligning the Project Schedules and Plans, the PMO will be responsible for facilitating a remedy to these conflicts.

5.3.2. The PMO will be responsible for monitoring and reporting on each **Systems Integration (SI)** provider's Integrated Master Schedule (IMS) progress against the IMS, proactively reporting on performance deficiencies and providing recommendations for mitigation strategies.

5.3.3. It is the responsibility of the PMO to ensure that the VIBES System Integration provider adheres to the appropriate reporting guidelines for reporting to CMS, FNS, ACF-TANF, Office of Child Care and Office of Community Development on the VIBES Project.

6. Manage Change Request & the Enhancement Process

6.1. The PMO will be responsible for managing the change request process on behalf of DHS. This responsibility includes developing and presenting the appropriate recommendations to DHS based upon considerations including but not limited to Project impact and risk.

6.2. The PMO must describe in their proposal the methodology that will be used to manage this change request process and enhancement process.

7. Risk/Issue Resolution Process

7.1. The PMO will produce the **VIBES Project Risk/Issue Management Plan** that addresses the methodology for risk and issue planning, identification, analysis and response planning and controlling Project risks. Project Issues are risks that have come to fruition; the PMO is required to manage all risk and issue mitigation and resolution planning and tracking.

7.2. The PMO must determine if the risk/issue work is following the **VIBES Project Risk/Issue Management Plan**, and the process sufficiently addresses risk/issue management tracking, impact analysis, mitigation plans, and escalation procedures.

7.3. The PMO must verify that the **Risk/Issue Tracking Tool** contains all identified risks and issues, any documentation related to the risk and issue, and status of the risk and issue from all VIBES SI providers.

- 7.4. The **PMO** must identify and communicate risks that would have the potential to both negatively and positively impact the schedule, budget, or output. The **PMO** must implement appropriate risk responses, contingency plans, solutions and mitigations steps for these risks.
- 7.5. The **PMO** must work with **DHS** and other **VIBES SI** providers to resolve risk issues that could affect time, cost, or performance during the Project. If not resolved, the **PMO** will be expected to provide recommendations for mitigation strategies.
- 7.6. The **PMO** must clearly describe in their **Proposal** the methodology they will use to evaluate the **VIBES Systems Integration Provider Issue Resolution Plan** and related processes.

8. Transition and Implementation

- 8.1. The **PMO** will participate as a member of **DHS's Implementation Management Team** throughout the Project to provide oversight and analysis at each major milestone of the **VIBES** Project.
- 8.2. The **PMO's** responsibility is to assimilate the input from the **VIBES System Project Team** and assess system readiness to ensure effective operation and performance throughout the transition of the current eligibility and enrollment processes to the **VIBES** System.
- 8.3. The **PMO** must facilitate review by the **VIBES System Project Team** and by the **DHS** Executive Management Team of the **VIBES SI Provider Transition/Implementation Plan** to verify that the plan comprehensively addresses operational readiness.
- 8.4. The **PMO** must evaluate the **VIBES SI Provider Maintenance and Operations Plan**.
- 8.5. The **PMO** must review the **VIBES SI Provider Post-Implementation Evaluation Report** and related documents that identify **VIBES** and related components and processes; lessons learned from the implementation and enhancements activities, and issues, risks, and concerns with a proposed solution and make recommendations concerning the proposed solutions offered by the **VIBES System Integrators**.

9. FNS, TANF-ACF, and OCC-ACF Requirements

- 9.1. The **PMO** must be familiar with the **FNS Handbook 901**.
- 9.2. The **PMO** is required to include **FNS** related tasks into the integrated Project schedule to address activities necessary to prepare for and support federal oversight of the **VIBES** system effort.
- 9.3. The **PMO** will support all other **Systems Integrators SI's** involved with any federal requirements and oversee the activities of the **PMO (SI)** in their preparation and planning related to any federal agency guidance and/or compliance requirements. The **PMO** must

actively participate in any on-site visits with all other review agencies as may be requested by FNS, DHS or other federal and/or local review agencies.

- 9.4. The PMO must participate in and provide support through FNS Project Milestone reviews and FNS Operational Milestone reviews including meetings, onsite reviews and testing, walk-throughs, and teleconference calls throughout the entire SDLC process, as prescribed by FNS, DHS or other review agencies.
- 9.5 The PMO must also participate in and provide support through FNS and ACF-TANF, Office of Child Care, and Office of Community Services Project Milestone reviews and other on-site and off-site Project Reviews required by federal

10. Performance Monitoring

- 10.1. The PMO must notify DHS of any submitted reports that are not completed or delivered in a timely manner.
- 10.2. The PMO must proactively monitor the Project Schedule and communicate to the appropriate stakeholders any delayed tasks that may result in schedule slippage and adversely impact the critical path.
- 10.3. The PMO must monitor schedule variances and provide recommendations for corrective action.
- 10.4. DHS may conduct performance reviews or evaluations of the PMO in relation to the work performed under this Contract.

11. Project Reporting Requirements

- 11.1. The PMO must define a template and process for compiling the VIBES Monthly Management Status Report that contains all the sections outlined below in a format approved by DHS. The report shall support and document all activities performed or scheduled during the briefing period:

- 11.1.1. Operational Oversight for DHS and Federal programs:

- DHS Update

- FNS Update

- TANF - ACF Update

- OCC Update

- 11.1.2. Project Management Plan Updates;

- 11.1.3. Issues impacting Project Scope, Schedule and/or Costs;

- 11.1.4. Updated Schedules (with changes noted);

- 11.1.5. Updates to **Risk Analysis and Mitigation Plan**;
- 11.1.6. Overview of Critical Incident Reports;
- 11.1.7. Quality Assurance Updates;
- 11.1.8. Design Activities;
- 11.1.9. Change Management activities;
- 11.1.10. Staffing Updates;
- 11.1.11. Testing Updates;
- 11.1.12. Data Management Updates;
- 11.1.13. Training Updates;
- 11.1.14. Detailed status of major milestones and deliverables completed, in process, planned, delayed, or added and any recommendations for each deliverable evaluated;
- 11.1.15. Updated Risk Matrix;
- 11.1.16. Updated Issues Log;
- 11.1.17. CMS Requirements;
- 11.1.18. FNS Requirements;
- 11.1.19. ACF, Office of Child Care, TANF, and,
other federal and local requirements;
- 11.2. The **PMO** must schedule and attend all management status meetings to be held on a regular basis and report on the status and performance of the all **VIBES Service Providers**.
- 11.3. The **PMO** will facilitate the status meetings and utilize the status meeting template as approved by **DHS**.
- 11.4. The **PMO** will be responsible for uploading approved documentation to the Project's collaborative reporting repository and all other reporting repositories of **CMS, FNS** and **ACF**.
- 12. **Project Briefings**
 - 12.1. The **PMO** will participate in Project meetings on a regular basis with the **VIBES System Project Team** to address any findings in the following areas:
 - 12.1.1. Scope / Schedule / Costs / Staffing / Project Management;
 - 12.1.2. Major risks and proposed mitigation strategies;
 - 12.1.3. Communications issues;
 - 12.1.4. Decision / Information requests;

- 12.1.5. Staffing concerns; and,
- 12.1.6. Any other areas that can impact VIBES Implementation.

13. Communication and Repository Requirements

- 13.1. The **PMO** must facilitate communications between the technical team, business analysts and various stakeholder groups. The **PMO** will be responsible for coordinating communication across the entire Project and help **DHS** manage stakeholder expectations.
- 13.2. The **PMO** must establish a **Common Document Repository (Project Library)** for **VIBES**.
- 13.3. The **PMO** must establish a **Document Naming Convention** to be used by all **VIBES** Team members.
- 13.4. The **PMO's** proposed solution must include any hardware, software, licenses, services and the associated costs necessary to establish and maintain the Project Library after project completion.
- 13.5. The **PMO** must ensure that all documents or files delivered to **DHS** are completely transferrable and reviewable, without error, in **DHS's** document management repository.
- 13.6. The **PMO** must document all Project artifacts, meeting agendas, meeting notes, decision documents, plans, deliverables, and any other relevant aspects of Project activities of any Systems Integration Provider involved in the **VIBES** Project so that a clear, concise record of all elements is created as a historical reference.
- 13.7. The **PMO** must be responsible for making appropriate updates to the **Project Library** and ensuring Project artifacts are contained within the library with proper versioning control.
- 13.8. The **Project Library** must have the capability to integrate with **DHS** document management repository, allowing for transfer and retrieval of documents.

14. Deliverable Management

- 14.1. The **PMO** is responsible for detailed management of the deliverable review process ensuring that **DHS** has ten (10) business days to review and comment or approve a deliverable. The **PMO** must allow for a minimum of ten (10) business days following receipt, per deliverable, for **DHS** and **IV&V** to review each deliverable and documents its findings, except if specified differently by **DHS**. Based on the review findings, **DHS** may accept the deliverable, reject portions of the deliverable, reject the complete deliverable, or require that revisions be made. The **PMO** must make all modifications directed by **DHS** within five (5) business days per deliverable of receipt of the **DHS** comments.

- 14.2. During Project start-up, the **PMO** will work with **DHS** to identify the target review audience and format/ table of content for each deliverable associated with all **VIBES SI Providers**.
- 14.3. The **PMO** must establish **Deliverable Standards and Outlines** as well as submission and review processes for all deliverables produced by the **PMO** and other **VIBES SI Providers** and will document same in the **VIBES Deliverable Expectation Document**.
- 14.4. The **PMO** will establish and coordinate the required tasks, timelines, meetings, walkthroughs and other project tasks to facilitate the completion of each deliverable review.
- 14.5. The **PMO** must examine all deliverable submissions prior to distribution to validate compliance with the established deliverable standards and processes. The review shall ensure that deliverables: adhere to established standards (order and formatting), are responsive to the specific requirements (for example, comparing the deliverable against the **VIBES Deliverable Expectation Document**), and contain no spelling or grammatical errors.
- 14.6. The **PMO** must include a list of all deliverables to be submitted to **DHS**, both those that are required in the RFP and any and all additional deliverables they plan to submit as part of their plan for a successful Project. All such deliverables must be included in the **VIBES Deliverable Expectation Document** with accompanying **Tables of Contents** for each deliverable.
- 14.7. The **PMO** must be responsible for returning the non-compliant deliverable to the submitter with corrective action recommendations, when a deliverable fails to meet the established standard.
- 14.8. The **PMO** will be responsible for consolidating all updates and comments from individual reviewers tasked with reviewing deliverables.
- 14.9. The **PMO** must retain all consolidated marked-up and deliverable documentation for reference throughout the duration of the Project.
- 15. **PMO Deliverables**
 - 15.1. Each **PMO** deliverable must be reviewed by **DHS** and requires formal written approval from **DHS** before acceptance of the deliverable is agreed upon.
 - 15.2. The **PMO** must provide deliverables that, at a minimum, are responsive to the specific requirements, contain appropriate content and details, organized in a logical order, contain no spelling or grammatical errors, formatted uniformly, and contain accurate information and correct calculations.

- 15.3. The **PMO** must document, in writing, and deliver to **DHS**, the **PMO's** responses to comments and requests for revisions or clarifications of deliverable contents.
 - 15.4. If any due date for a deliverable is not a business day, for example, VI holidays, then the due date shall be automatically extended to the next business day, unless otherwise directed by **DHS**.
 - 15.5. The **PMO** will perform tasks and services and produce the required deliverables by the due dates presented in the final **VIBES Integrated Master Schedule (IMS)**.
- 16. Project Briefings**
- 16.1. The **PMO** is tasked with reviewing and revising the original VIBES Project Charter and providing a new recommended governance structure for oversight and management of the **VIBES Project**.
 - 16.2. The **PMO** must monitor management reports and metrics throughout the lifecycle of the Project with a focus on staffing issues and adherence to Project Scope, Project Schedule and Project Costs, and Project Staffing
 - 16.3. The **PMO** must perform regular and ongoing evaluations to verify that adequate staffing and service levels are maintained and comply with the Contract throughout the Contract period.
- 17. Facility and Equipment Provision**
- 17.1. The **PMO** must propose an on-island **PMO** facility for the Project. Upon written **DHS** approval of the proposed facility, the **PMO** shall secure the approved facility.
 - 17.2. The facility must have enough offices, cubicles, and meeting spaces for the **PMO**, **DHS**, and **IV&V** personnel supporting the Project. A proposed recommended configuration for meeting space is 1 large conference room with enough space for all Project team members and group training sessions, and a conference room to hold 10-15 people.
 - 17.3. The **PMO** must provide both local and long-distance service as well as reliable internet service that is configured for secured wireless connectivity.
 - 17.4. The **PMO** is expected to establish their own technical environment and provide their own software and computer equipment (laptops, tablets, cell phones etc.) for the duration of the Project. **DHS**, **IV&V**, and other SI Providers are responsible for their own PC's/laptops.

18. Organization and Staffing

- 18.1.** The **PMO** must clearly describe how their proposed organization and staffing will meet the requirements identified in this RFP.
- 18.2.** The **PMO** must propose a qualified team with experience and expertise necessary to fulfill the requirements of this RFP. The **PMO** must provide a team of individuals who must be experienced in Projects similar in size, complexity and programmatic scope as those requested in this RFP.
- 18.3.** The experience the **USVI** requires from the **PMO** is experience specifically related to managing and delivering human services integrated eligibility and enrollment systems for the **MAP, SNAP, TANF/Cash, LIHEAP and the Child Care Subsidy programs.**
- 18.4.** The **PMO** must document its relationship with any proposed subcontractors, including how it will monitor these subcontractors; and its experience working with any proposed subcontractors. The **PMO** must provide references and qualifications of proposed subcontractors, resumes of any subcontractor staff proposed to work on this Project and SAM entity registration to work on the Project.
- 18.5.** The **PMO** must submit a **VIBES Staffing Plan** to **DHS** for review and approval as part of their Proposal. The **VIBES Staffing Plan** must include:
 - 18.5.1.** How each specific service provider plans to address staffing requirements; and update the **VIBES Staffing Plan** as necessary.
 - 18.5.2.** A description of each role, the responsibilities associated with the role and identify the proposed staff resource;
 - 18.5.3.** The utilization rate of each person proposed to work on the Project;
 - 18.5.4.** The time commitment of the proposed project personnel by Project phase;
 - 18.5.5.** The plan to manage changes in staff through all phases of the Project; any changes in staffing after 180 days
 - 18.5.6.** The methodology for estimating time required for performing Project tasks;
 - 18.5.7.** A contingency strategy that describes the ability to add more staff, if needed, to ensure meeting Project due dates;
 - 18.5.8.** A narrative that identifies and discusses staff redundancy, staff replacement, back-up personnel and ability of the proposed staff to perform their assigned tasks;
 - 18.5.9.** An explanation of how staff will be made available after normal working hours on an as-needed basis with prior notification; and,
 - 18.5.10.** The **PMO** must define their formula for a Full Time Equivalent (FTE) position, including the number of hours, indicated as a monthly or annual value, used as the denominator.

18.6. Key Project Personnel

18.6.1. **DHS defines Key Project Personnel** as staff who fill critical Project roles and who have the authority and responsibility for planning, directing and controlling the Project necessary for a successful **VIBES** Implementation. The **PMO** must clearly identify in their proposal any staff that they consider **Key Project Personnel**. At a minimum, **DHS** considers the following positions as **Key Project Personnel**:

- 18.6.1.1. **PMO Project Manager;**
- 18.6.1.2. **PMO Deputy Project Manager;**
- 18.6.1.3. **PMO Human Services Subject Matter Project Lead;**
- 18.6.1.4. **PMO Technical Lead; and,**
- 18.6.1.5. **PMO Financial Lead.**

18.6.2. While it is **DHS's** preference that **Key Project Personnel** are onsite in the Territory during normal business hours, **DHS** recognizes that each **PMO** may have a preferred staffing model for these types of engagements that provides varying onsite presence depending upon the role being filled and the Project phase. Since **DHS** believes that the onsite presence of **Key Project Personnel** is crucial to the success of the Project, **DHS** requires the **PMO** to provide justification for any proposed offsite work.

18.6.3. **DHS** will have the right to interview and approve any and all proposed **Key Project Personnel**. The **PMO** will provide copies of resumes for all staff designated as **Key Project Personnel**; each resume shall include at least one professional reference from a or

18.6.4. **DHS** requires that the proposed **PMO Project Management Team** and the delivered **PMO Project Management Team** have the required human services experience.

18.6.5. **DHS** requires that the **PMO Project Manager** be dedicated to the **VIBES** Project 100% of the time unless otherwise agreed upon.

18.6.6. The **PMO** must include a clear statement in their **RFP** response indicating to what extent, if any, **Key Project Personnel** may work on other projects during the term of their assignment to this **VIBES** Contract. **DHS** may reject any proposal that commits **Key Project Personnel** to other Projects during the term of the Contract if **DHS** believes that such commitment may be detrimental to the Service Provider's performance.

18.6.7. During the first 180 calendar days of the **VIBES** contract period, no substitutions of **Key Project Personnel** are permitted unless such substitutions are necessitated

by an individual's sudden illness, death, resignation, or otherwise approved or requested by DHS. In any of these events or time periods, the PMO must immediately notify DHS in writing the need for a substitution. In the event of the necessity to replace a Key Project Personnel member, the PMO must submit to DHS at least 20 VI business days in advance of the substitution, the proposed replacement name and resume. DHS must agree to the substitution before the substitution shall become effective.

18.6.8. Any changes in staffing after 180 business days must be approved in advance by DHS. All staffing changes must be preceded by a two-week notice to DHS. DHS reserves the right to approve all substitutions of proposed staff and to request a resume of proposed substitutions.

18.7. Knowledge Transfer

One of the primary objectives of the VIBES Project as it relates to the PMO is the selected transfer of **Project Management Knowledge** from the PMO to the DHS Department of Human Services based on the PMO capabilities and the needs of DHS. To ensure that DHS gains this knowledge throughout the Project, the PMO and DHS will have to work jointly from the point of project initiation to its completion via the development of a VIBES Knowledge Transfer Plan to be submitted to the **Project Executive Management Committee** within 4 weeks of execution of the Contract by the Governor of the USVI along with a copy of a successfully executed Knowledge Transfer Plan developed by this PMO for another state's human services agency.

19. USDA/FNS Federal Procurement Clauses

The PMO must agree to adhere to the following Federal Procurement Clauses

19.1 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II)

19.2 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and

the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

19.3 Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

19.4 Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

19.5 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

19.6 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as "By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules."

19.7 Royalty-Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

The Federal Government has the right to:

Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]
[USER AGENCY]
[AGENCY'S PHYSICAL ADDRESS]
[AGENCY'S MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

CONTRACTOR

[NAME]

[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE]

[USER AGENCY] Date _____

Anthony D. Thomas, Commissioner Nominee

Department of Property and Procurement Date _____

CONTRACTOR

[NAME] [TITLE]

[NAME OF COMPANY] Date _____

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

RFP No. _____

Contract No. _____

Contractor's Initials: _____



OPCMR

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.